

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3

4 RORY MOORE, )  
5 Plaintiff, ) CASE NO. 5:22-cv-00668-JGB-KKx  
6 vs. ) **STIPULATED PROTECTIVE**  
7 SAFETY HOLDINGS, INC. dba ) **ORDER**  
8 SAMBASAFETY, )  
9 Defendant. )  
10

11 **1. INTRODUCTION**

12 **1.1 PURPOSES AND LIMITATIONS**

13 Discovery in this action is likely to involve production of confidential,  
14 proprietary, or private information for which special protection from public  
15 disclosure and from use for any purpose other than prosecuting this litigation may  
16 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
17 enter the following Stipulated Protective Order. The parties acknowledge that this  
18 Order does not confer blanket protections on all disclosures or responses to  
19 discovery and that the protection it affords from public disclosure and use extends  
20 only to the limited information or items that are entitled to confidential treatment  
21 under the applicable legal principles. The parties further acknowledge, as set forth  
22 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
23 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
24 procedures that must be followed and the standards that will be applied when a party  
25 seeks permission from the court to file material under seal.

26 **1.2 GOOD CAUSE STATEMENT**

27 This action is likely to involve trade secrets, confidential policies and  
28 procedures, business contracts, consumer transaction information, personal identity

information or other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, pricing information, individual financial and/or personal information, or other confidential research, development, or commercial information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## 2. **DEFINITIONS**

2.1 Action: this case is pending in the Central District of California Federal Court, case number 5:22-cv-00668-JGB-KK.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things, including but not limited to discovery responses, whether hardcopy or electronic, that contain

1 confidential and/or proprietary information, which qualify for protection under  
2 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
3 Statement.

4 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
5 their support staff).

6 2.5 Designating Party: a Party or Non-Party that designates information or  
7 items that it produces in disclosures or in responses to discovery as  
8 “CONFIDENTIAL.”

9 2.6 Disclosure or Discovery Material: all items or information, regardless  
10 of the medium or manner in which it is generated, stored, or maintained (including,  
11 among other things, testimony, transcripts, and tangible things), that are produced or  
12 generated in disclosures or responses to discovery in this matter.

13 2.7 Expert: a person with specialized knowledge or experience in a matter  
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
15 an expert witness or as a consultant in this Action.

16 2.8 House Counsel: attorneys who are employees of a party to this Action.  
17 House Counsel does not include Outside Counsel of Record or any other outside  
18 counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or  
20 other legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
22 to this Action but are retained to represent or advise a party to this Action and have  
23 appeared in this Action on behalf of that party or are affiliated with a law firm which  
24 has appeared on behalf of that party, and includes support staff.

25 2.11 Party: any party to this Action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).  
28

1        2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2        Discovery Material in this Action.

3        2.13 Professional Vendors: persons or entities that provide litigation support  
4        services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5        demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6        and their employees and subcontractors.

7        2.14 Protected Material: any Disclosure or Discovery Material that is  
8        designated as “CONFIDENTIAL.”

9        2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
10       from a Producing Party.

### 11       **3.     SCOPE**

12       The protections conferred by this Stipulation and Order cover not only  
13       Protected Material (as defined above), but also (1) any information copied or  
14       extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15       compilations of Protected Material; and (3) any testimony, conversations, or  
16       presentations by Parties or their Counsel that might reveal Protected Material.

17       Any use of Protected Material at trial shall be governed by the orders of the  
18       trial judge. This Order does not govern the use of Protected Material at trial.

### 19       **4.     DURATION**

20       Even after final disposition of this litigation, the confidentiality obligations  
21       imposed by this Order shall remain in effect until a Designating Party agrees  
22       otherwise in writing or a court order otherwise directs. Final disposition shall be  
23       deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
24       or without prejudice; and (2) final judgment herein after the completion and  
25       exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
26       including the time limits for filing any motions or applications for extension of time  
27       pursuant to applicable law.

### 28       **5.     DESIGNATING PROTECTED MATERIAL**

1           5.1   Exercise of Restraint and Care in Designating Material for Protection.

2   Each Party or Non-Party that designates information or items for protection under  
3   this Order must take care to limit any such designation to specific material that  
4   qualifies under the appropriate standards. The Designating Party must designate for  
5   protection only those parts of material, documents, items, or oral or written  
6   communications that qualify so that other portions of the material, documents, items,  
7   or communications for which protection is not warranted are not swept unjustifiably  
8   within the ambit of this Order. Mass, indiscriminate, or routinized designations are  
9   prohibited. Designations that are shown to be clearly unjustified or that have been  
10   made for an improper purpose (e.g., to unnecessarily encumber the case  
11   development process or to impose unnecessary expenses and burdens on other  
12   parties) may expose the Designating Party to sanctions.

13           If it comes to a Designating Party's attention that information or items that it  
14   designated for protection do not qualify for protection, that Designating Party must  
15   promptly notify all other Parties that it is withdrawing the inapplicable designation.

16           "Confidential" materials shall include only such information as the  
17   Designating Party in good faith contends should be protected pursuant to this  
18   Protective Order on the grounds that the information is properly subject to protection  
19   under existing California or federal law.

20           In making the designation of materials pursuant to this protective order, the  
21   Designating Party shall give due consideration to whether the information contained  
22   in the materials (1) has been produced, disclosed, or made available to the public in  
23   the past, (2) has been published, communicated, or disseminated to others not  
24   obligated to maintain the confidentiality of the information contained therein, (3) has  
25   not been preserved or maintained in a manner calculated to preserve its  
26   confidentiality, or (4) is available from a third party or commercial service that is  
27   not obligated to maintain its confidentiality or privacy. The Designating Party should  
28   also give due consideration to the age of the materials.

1           5.2   Manner and Timing of Designations. Except as otherwise provided in  
 2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 4 under this Order must be clearly so designated before the material is disclosed or  
 5 produced.

6           Designation in conformity with this Order requires:

7           (a) for information in documentary form (e.g., paper or electronic  
 8 documents, but excluding transcripts of depositions or other pretrial or trial  
 9 proceedings), that the Producing Party affix at a minimum, the legend  
 10 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
 11 contains protected material. If only a portion or portions of the material on a page  
 12 qualifies for protection, the Producing Party also must clearly identify the protected  
 13 portion(s) (e.g., by making appropriate markings in the margins).

14           A Party or Non-Party that makes original documents available for inspection  
 15 need not designate them for protection until after the inspecting Party has indicated  
 16 which documents it would like copied and produced. During the inspection and  
 17 before the designation, all of the material made available for inspection shall be  
 18 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
 19 documents it wants copied and produced, the Producing Party must determine which  
 20 documents, or portions thereof, qualify for protection under this Order. Then, before  
 21 producing the specified documents, the Producing Party must affix the  
 22 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
 23 portion or portions of the material on a page qualifies for protection, the Producing  
 24 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
 25 markings in the margins).

26           (b) for testimony given in depositions that the Designating Party identify  
 27 the Disclosure or Discovery Material on the record, before the close of the deposition  
 28 all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**



1        7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 2 disclosed or produced by another Party or by a Non-Party in connection with this  
 3 Action only for prosecuting, defending, or attempting to settle this Action. Such  
 4 Protected Material may be disclosed only to the categories of persons and under the  
 5 conditions described in this Order. When the Action has been terminated, a  
 6 Receiving Party must comply with the provisions of section 13 below (FINAL  
 7 DISPOSITION).

8        Protected Material must be stored and maintained by a Receiving Party at a  
 9 location and in a secure manner that ensures that access is limited to the persons  
 10 authorized under this Order.

11        7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
 12 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 13 Receiving Party may disclose any information or item designated  
 14 “CONFIDENTIAL” only to:

15        (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
 16 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
 17 to disclose the information for this Action;

18        (b) the officers, directors, and employees (including House Counsel) of the  
 19 Receiving Party to whom disclosure is reasonably necessary for this Action;

20        (c) Experts (as defined in this Order) of the Receiving Party to whom  
 21 disclosure is reasonably necessary for this Action and who have signed the  
 22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23        (d) the court and its personnel;

24        (e) court reporters and their staff;

25        (f) professional jury or trial consultants, mock jurors, and Professional  
 26 Vendors to whom disclosure is reasonably necessary for this Action and who have  
 27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
 28



(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(i) any juror(s) or alternative juror(s); and,

(j) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

## **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with  
 2 the subpoena or court order shall not produce any information designated in this  
 3 action as “CONFIDENTIAL” before a determination by the court from which the  
 4 subpoena or order issued, unless the Party has obtained the Designating Party’s  
 5 permission. The Designating Party shall bear the burden and expense of seeking  
 6 protection in that court of its confidential material and nothing in these provisions  
 7 should be construed as authorizing or encouraging a Receiving Party in this Action  
 8 to disobey a lawful directive from another court.

9 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
 10 **PRODUCED IN THIS LITIGATION**

11 (a) The terms of this Order are applicable to information produced by a  
 12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
 13 produced by Non-Parties in connection with this litigation is protected by the  
 14 remedies and relief provided by this Order. Nothing in these provisions should be  
 15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to  
 17 produce a Non-Party’s confidential information in its possession, and the Party is  
 18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-  
 21 Party that some or all of the information requested is subject to a confidentiality  
 22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated  
 24 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
 25 specific description of the information requested; and

26 (3) make the information requested available for inspection by the  
 27 Non-Party, if requested.

28 (c) If the Non-Party fails to seek a protective order from this court within

1 14 days of receiving the notice and accompanying information, the Receiving Party  
 2 may produce the Non-Party's confidential information responsive to the discovery  
 3 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
 4 not produce any information in its possession or control that is subject to the  
 5 confidentiality agreement with the Non-Party before a determination by the court.  
 6 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
 7 of seeking protection in this court of its Protected Material.

#### 8 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
 10 Protected Material to any person or in any circumstance not authorized under this  
 11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
 12 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
 13 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
 14 or persons to whom unauthorized disclosures were made of all the terms of this  
 15 Order, and (d) request such person or persons to execute the "Acknowledgment and  
 16 Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 17 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 18 **PROTECTED MATERIAL**

19 When a Producing Party gives notice to Receiving Parties that certain  
 20 inadvertently produced material is subject to a claim of privilege or other protection,  
 21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
 22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
 23 may be established in an e-discovery order that provides for production without prior  
 24 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
 25 parties reach an agreement on the effect of disclosure of a communication or  
 26 information covered by the attorney-client privilege or work product protection, the  
 27 parties may incorporate their agreement in the stipulated protective order submitted  
 28 to the court.

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
11 only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the court, then the Receiving Party may file the information  
14 in the public record unless otherwise instructed by the court.

15 **13. FINAL DISPOSITION**

16 After the final disposition of this Action, as defined in paragraph 4, within 60  
17 days of a written request by the Designating Party, each Receiving Party must return  
18 all Protected Material to the Producing Party or destroy such material. As used in  
19 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
20 summaries, and any other format reproducing or capturing any of the Protected  
21 Material. Whether the Protected Material is returned or destroyed, the Receiving  
22 Party must submit a written certification to the Producing Party (and, if not the same  
23 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
24 (by category, where appropriate) all the Protected Material that was returned or  
25 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
26 abstracts, compilations, summaries or any other format reproducing or capturing any  
27 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
2 reports, attorney work product, and consultant and expert work product, even if such  
3 materials contain Protected Material. Any such archival copies that contain or  
4 constitute Protected Material remain subject to this Protective Order as set forth in  
5 Section 4 (DURATION).

6 14. Any violation of this Order may be punished by any and all appropriate  
7 measures including, without limitation, contempt proceedings and/or monetary  
8 sanctions.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10  
11 DATED: October 27, 2022, THE CONSUMER JUSTICE LAW FIRM

12  
13 By: s/James Ristvedt  
14 James Ristvedt  
15 Attorneys for Plaintiff  
16 RORY MOORE

17  
18 DATED: October 27, 2022, CARLSON & MESSER LLP

19 By: s/Martin Schannong  
20 David J. Kaminski  
21 Martin Schannong  
22 Calvin W. Davis  
23 Attorneys for Defendant  
24 SAFETY HOLDINGS, INC.

25  
26 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

27  
28 DATED: October 28, 2022

  
\_\_\_\_\_  
Honorable Kenly Kiya Kato  
United States Magistrate Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
 [full address], declare under penalty of perjury that I have read in its entirety and  
 understand the Stipulated Protective Order that was issued by the United States  
 District Court for the Central District of California on \_\_\_\_\_ [date] in the case  
 of *Rory Moore v. Safety Holdings, Inc. dba SambaSafety*, Case No. 5:22-cv-00668-  
 JGB-KK. I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is subject  
 to this Stipulated Protective Order to any person or entity except in strict compliance  
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print  
 or type full name] of \_\_\_\_\_ [print or type  
 full address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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